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13 Attorneys for Plaintiff
KATE SPADE LLC
14

15 UNITED STATES DISTRICT COURT
16 CENTRAL DISTRICT OF CALIFORNIA
17

18 KATE SPADE LLC,
19 Plaintiff,
20 vs.
21 WOLV INC.,
22 Defendant.
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Case No. 2:22-cv-04392-FMO-JEM

**STIPULATED PROTECTIVE
ORDER**

Assigned to the Hon. Fernando M. Olguin

Action Filed: June 27, 2022

FAC Filed: September 13, 2022

1 **1. GENERAL**

2 1.1 Purposes and Limitations. Discovery in this action is likely to involve
 3 production of confidential, proprietary, or private information for which special
 4 protection from public disclosure and from use for any purpose other than
 5 prosecuting this litigation may be warranted. Accordingly, plaintiff Kate Spade
 6 LLC and defendant Wolv Inc. (collectively, “the parties”) hereby stipulate to and
 7 petition the Court to enter the following Stipulated Protective Order. The parties
 8 acknowledge that this Order does not confer blanket protections on all disclosures
 9 or responses to discovery and that the protection it affords from public disclosure
 10 and use extends only to the limited information or items that are entitled to
 11 confidential treatment under the applicable legal principles. The parties further
 12 acknowledge, as set forth in Section 12.3, below, that this Stipulated Protective
 13 Order does not entitle them to file confidential information under seal; Civil Local
 14 Rule 79-5 sets forth the procedures that must be followed and the standards that will
 15 be applied when a party seeks permission from the court to file material under seal.

16 1.2 Good Cause Statement. This action is likely to involve customer and
 17 consumer research, development, commercial, financial, technical and/or
 18 proprietary information for which special protection from public disclosure and
 19 from use for any purpose other than prosecution of this action is warranted.
 20 For example, the Parties anticipate that discovery in this action will involve the
 21 disclosure of terms, prices, and trademark and brand research that would be
 22 otherwise kept confidential from competitors. Such confidential and proprietary
 23 materials and information consist of, among other things, confidential business or
 24 financial information, information regarding confidential business practices, or
 25 other confidential research, development, or commercial information (including
 26 information implicating privacy rights of third parties), information otherwise
 27 generally unavailable to the public, or which may be privileged or otherwise
 28 protected from disclosure under state or federal statutes, court rules, case decisions,

or common law. Accordingly, to expedite the flow of information, to facilitate the prompt resolution of disputes over confidentiality of discovery materials, to adequately protect information the parties are entitled to keep confidential, to ensure that the parties are permitted reasonable necessary uses of such material in preparation for and in the conduct of trial, to address their handling at the end of the litigation, and serve the ends of justice, a protective order for such information is justified in this matter. It is the intent of the parties that information will not be designated as confidential for tactical reasons and that nothing be so designated without a good faith belief that it has been maintained in a confidential, non-public manner, and there is good cause why it should not be part of the public record of this case.

2. DEFINITIONS

2.1 Action: This pending federal lawsuit, *Kate Spade LLC v. Wolv Inc.*, C.D. Cal. No. 2:22-cv-04392-FMO-JEM.

2.2 Challenging Party: a Party or Non-Party that challenges the designation of information or items under this Order.

2.3 “CONFIDENTIAL” Information or Items: information (regardless of how it is generated, stored or maintained) or tangible things that qualify for protection under Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause Statement.

2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their support staff).

2.5 Designating Party: a Party or Non-Party that designates information or items that it produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

2.6 Disclosure or Discovery Material: all items or information, regardless of the medium or manner in which it is generated, stored, or maintained (including,

1 among other things, testimony, transcripts, and tangible things), that are produced
 2 or generated in disclosures or responses to discovery in this matter.

3 2.7 Expert: a person with specialized knowledge or experience in a matter
 4 pertinent to the litigation who has been retained by a Party or its counsel to serve as
 5 an expert witness or as a consultant in this Action.

6 2.8 House Counsel: attorneys who are employees of a party to this Action.
 7 House Counsel does not include Outside Counsel of Record or any other outside
 8 counsel.

9 2.9 Non-Party: any natural person, partnership, corporation, association, or
 10 other legal entity not named as a Party to this action.

11 2.10 Outside Counsel of Record: attorneys who are not employees of a party
 12 to this Action but are retained to represent or advise a party to this Action and have
 13 appeared in this Action on behalf of that party or are affiliated with a law firm
 14 which has appeared on behalf of that party, and includes support staff.

15 2.11 Party: any party to this Action, including all of its officers, directors,
 16 employees, consultants, retained experts, and Outside Counsel of Record (and their
 17 support staff).

18 2.12 Producing Party: a Party or Non-Party that produces Disclosure or
 19 Discovery Material in this Action.

20 2.13 Professional Vendors: persons or entities that provide litigation support
 21 services (e.g., photocopying, videotaping, translating, preparing exhibits or
 22 demonstrations, and organizing, storing, or retrieving data in any form or medium)
 23 and their employees and subcontractors.

24 2.14 Protected Material: any Disclosure or Discovery Material that is
 25 designated as "CONFIDENTIAL."

26 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material
 27 from a Producing Party.
 28

1 **3. SCOPE**

2 The protections conferred by this Stipulation and Order cover not only
 3 Protected Material (as defined above) but also (1) any information copied or
 4 extracted from Protected Material; (2) all copies, excerpts, summaries, or
 5 compilations of Protected Material; and (3) any testimony, conversations, or
 6 presentations by Parties or their Counsel that might reveal Protected Material.

7 Any use of Protected Material at trial will be governed by the orders of the
 8 trial judge. This Order does not govern the use of Protected Material at trial.

9 **4. DURATION**

10 Even after final disposition of this litigation, the confidentiality obligations
 11 imposed by this Order will remain in effect until a Designating Party agrees
 12 otherwise in writing or a court order otherwise directs. Final disposition will be
 13 deemed to be the later of (1) dismissal of all claims and defenses in this Action,
 14 with or without prejudice; and (2) final judgment herein after the completion and
 15 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,
 16 including the time limits for filing any motions or applications for extension of time
 17 pursuant to applicable law.

18 **5. DESIGNATING PROTECTED MATERIAL**

19 **5.1 Exercise of Restraint and Care in Designating Material for Protection.**

20 Each Party or Non-Party that designates information or items for protection under
 21 this Order must take care to limit any such designation to specific material that
 22 qualifies under the appropriate standards. The Designating Party must designate for
 23 protection only those parts of material, documents, items, or oral or written
 24 communications that qualify so that other portions of the material, documents,
 25 items, or communications for which protection is not warranted are not swept
 26 unjustifiably within the ambit of this Order.

27 Mass, indiscriminate, or routinized designations are prohibited. Designations
 28 that are shown to be clearly unjustified or that have been made for an improper

1 purpose (e.g., to unnecessarily encumber the case development process or to impose
 2 unnecessary expenses and burdens on other parties) may expose the Designating
 3 Party to sanctions.

4 If it comes to a Designating Party's attention that information or items that it
 5 designated for protection do not qualify for protection, that Designating Party must
 6 promptly notify all other Parties that it is withdrawing the inapplicable designation.

7 5.2 Manner and Timing of Designations. Except as otherwise provided in
 8 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise
 9 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
 10 under this Order must be clearly so designated before the material is disclosed or
 11 produced.

12 Designation in conformity with this Order requires:

13 (a) for information in documentary form (e.g., paper or electronic
 14 documents, but excluding transcripts of depositions or other pretrial or trial
 15 proceedings), that the Producing Party affix, at a minimum, the legend
 16 "CONFIDENTIAL"(hereinafter "CONFIDENTIAL legend"), to each page that
 17 contains protected material. If only a portion or portions of the material on a page
 18 qualifies for protection, the Producing Party also must clearly identify the protected
 19 portion(s) (e.g., by making appropriate markings in the margins).

20 A Party or Non-Party that makes original documents available for inspection
 21 need not designate them for protection until after the inspecting Party has indicated
 22 which documents it would like copied and produced. During the inspection and
 23 before the designation, all of the material made available for inspection shall be
 24 deemed "CONFIDENTIAL." After the inspecting Party has identified the
 25 documents it wants copied and produced, the Producing Party must determine
 26 which documents, or portions thereof, qualify for protection under this Order. Then,
 27 before producing the specified documents, the Producing Party must affix the
 28 "CONFIDENTIAL legend" to each page that contains Protected Material. If only a

portion or portions of the material on a page qualifies for protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate markings in the margins).

(b) for testimony given in depositions that the Designating Party identify the Disclosure or Discovery Material on the record, before the close of the deposition.

5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to designate qualified information or items does not, standing alone, waive the Designating Party's right to secure protection under this Order for such material. Upon timely correction of a designation, the Receiving Party must make reasonable efforts to assure that the material is treated in accordance with the provisions of this Order.

6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of confidentiality at any time that is consistent with the Court's Scheduling Order.

6.2 Meet and Confer. The Challenging Party will initiate the dispute resolution process under Local Rule 37.1 et seq.

6.3 Burden. The burden of persuasion in any such challenge proceeding will be on the Designating Party. Frivolous challenges and those made for an improper purpose (e.g., to harass or impose unnecessary expenses and burdens on other parties) may expose the Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn the confidentiality designation, all parties will continue to afford the material in question the level of protection to which it is entitled under the Producing Party's designation until the Court rules on the challenge.

7. ACCESS TO AND USE OF PROTECTED MATERIAL

7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or produced by another Party or by a Non-Party in connection with this

1 Action only for prosecuting, defending, or attempting to settle this Action. Such
 2 Protected Material may be disclosed only to the categories of persons and under the
 3 conditions described in this Order. When the Action has been terminated, a
 4 Receiving Party must comply with the provisions of section 13 below (FINAL
 5 DISPOSITION).

6 Protected Material must be stored and maintained by a Receiving Party at a
 7 location and in a secure manner that ensures that access is limited to the persons
 8 authorized under this Order.

9 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
 10 otherwise ordered by the court or permitted in writing by the Designating Party, a
 11 Receiving Party may disclose any information or item designated
 12 “CONFIDENTIAL” only to:

13 (a) the Receiving Party’s Outside Counsel of Record in this Action, as well
 14 as employees of said Outside Counsel of Record to whom it is reasonably necessary
 15 to disclose the information for this Action;

16 (b) the officers, directors, and employees (including House Counsel) of the
 17 Receiving Party to whom disclosure is reasonably necessary for this Action;

18 (c) Experts (as defined in this Order) of the Receiving Party to whom
 19 disclosure is reasonably necessary for this Action and who have signed the
 20 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

21 (d) the Court and its personnel;

22 (e) court reporters and their staff;

23 (f) professional jury or trial consultants, mock jurors, and Professional
 24 Vendors to whom disclosure is reasonably necessary for this Action and who have
 25 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

26 (g) the author or recipient of a document containing the information or a
 27 custodian or other person who otherwise possessed or knew the information;
 28

(h) during their depositions, witnesses, and attorneys for witnesses, in the Action to whom disclosure is reasonably necessary provided: (1) the deposing party requests that the witness sign the form attached as Exhibit A hereto; and (2) they will not be permitted to keep any confidential information unless they sign the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the court. Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material may be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order; and

(i) any mediator or settlement officer and their supporting personnel mutually agreed upon by any of the parties engaged in settlement discussions.

**8. PROTECTED MATERIAL SUBPOENAED OR ORDERED
PRODUCED IN OTHER LITIGATION**

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this Action as “CONFIDENTIAL,” that Party must:

(a) promptly notify in writing the Designating Party. Such notification will include a copy of the subpoena or court order;

(b) promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Protective Order. Such notification will include a copy of this Stipulated Protective Order; and

(c) cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected.

If the Designating Party timely seeks a protective order, the Party served with the subpoena or court order will not produce any information designated in this action as “CONFIDENTIAL” before a determination by the court from which the subpoena or order issued, unless the Party has obtained the Designating Party’s

1 permission. The Designating Party will bear the burden and expense of seeking
 2 protection in that court of its confidential material, and nothing in these provisions
 3 should be construed as authorizing or encouraging a Receiving Party in this Action
 4 to disobey a lawful directive from another court.

5 **9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE**
 6 **PRODUCED IN THIS LITIGATION**

7 (a) The terms of this Order are applicable to information produced by a
 8 Non-Party in this Action and designated as "CONFIDENTIAL." Such information
 9 produced by Non-Parties in connection with this litigation is protected by the
 10 remedies and relief provided by this Order. Nothing in these provisions should be
 11 construed as prohibiting a Non-Party from seeking additional protections.

12 (b) In the event that a Party is required by a valid discovery request to
 13 produce a Non-Party's confidential information in its possession, and the Party is
 14 subject to an agreement with the Non-Party not to produce the Non-Party's
 15 confidential information, then the Party will:

16 (1) promptly notify in writing the Requesting Party and the Non-Party
 17 that some or all of the information requested is subject to a confidentiality
 18 agreement with a Non-Party;

19 (2) promptly provide the Non-Party with a copy of the Stipulated
 20 Protective Order in this Action, the relevant discovery request(s), and a reasonably
 21 specific description of the information requested; and

22 (3) make the information requested available for inspection by the
 23 Non-Party, if requested.

24 (c) If the Non-Party fails to seek a protective order from this court within 14
 25 days of receiving the notice and accompanying information, the Receiving Party
 26 may produce the Non-Party's confidential information responsive to the discovery
 27 request. If the Non-Party timely seeks a protective order, the Receiving Party shall
 28 not produce any information in its possession or control that is subject to the

1 confidentiality agreement with the Non-Party before a determination by the court.
 2 Absent a court order to the contrary, the Non-Party shall bear the burden and
 3 expense of seeking protection in this court of its Protected Material.

4 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

5 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
 6 Protected Material to any person or in any circumstance not authorized under this
 7 Stipulated Protective Order, the Receiving Party must immediately (a) notify in
 8 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts
 9 to retrieve all unauthorized copies of the Protected Material, (c) inform the person
 10 or persons to whom unauthorized disclosures were made of all the terms of this
 11 Order, and (d) request such person or persons to execute the “Acknowledgment and
 12 Agreement to Be Bound” that is attached hereto as Exhibit A.

13 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE** 14 **PROTECTED MATERIAL**

15 When a Producing Party gives notice to Receiving Parties that certain
 16 inadvertently produced material is subject to a claim of privilege or other
 17 protection, the obligations of the Receiving Parties are those set forth in Federal
 18 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify
 19 whatever procedure may be established in an e-discovery order that provides for
 20 production without prior privilege review. Pursuant to Federal Rule of Evidence
 21 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure
 22 of a communication or information covered by the attorney-client privilege or work
 23 product protection, the parties may incorporate their agreement in the stipulated
 24 protective order submitted to the court.

25 **12. MISCELLANEOUS**

26 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
 27 person to seek its modification by the Court in the future.
 28

12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective Order, no Party waives any right it otherwise would have to object to disclosing or producing any information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no Party waives any right to object on any ground to use in evidence of any of the material covered by this Protective Order.

12.3 Filing Protected Material. A Party that seeks to file under seal any Protected Material must comply with Civil Local Rule 79-5. Protected Material may only be filed under seal pursuant to a court order authorizing the sealing of the specific Protected Material at issue. If a Party's request to file Protected Material under seal is denied by the court, then the Receiving Party may file the information in the public record unless otherwise instructed by the Court.

13. FINAL DISPOSITION

After the final disposition of this Action, as defined in paragraph 4, within 60 days of a written request by the Designating Party, each Receiving Party must return all Protected Material to the Producing Party or destroy such material. As used in this subdivision, "all Protected Material" includes all copies, abstracts, compilations, summaries, and any other format reproducing or capturing any of the Protected Material. Whether the Protected Material is returned or destroyed, the Receiving Party must submit a written certification to the Producing Party (and, if not the same person or entity, to the Designating Party) by the 60-day deadline that (1) identifies (by category, where appropriate) all the Protected Material that was returned or destroyed; and (2) affirms that the Receiving Party has not retained any copies, abstracts, compilations, summaries or any other format reproducing or capturing any of the Protected Material. Notwithstanding this provision, Counsel are entitled to retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney work product, and consultant and expert work product, even if such materials contain Protected Material. Any such archival

1 copies that contain or constitute Protected Material remain subject to this Protective
2 Order as set forth in Section 4.

3 **14. VIOLATION OF ORDER**

4 Any willful violation of this Order may be punished by civil or criminal
5 contempt proceedings, financial or evidentiary sanctions, reference to disciplinary
6 authorities, or other appropriate action at the discretion of the Court.

7
8 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

9
10
11 DATED: June 7, 2023

AMIT AGARWAL

12
13 By: /s/ Amit Agarwal
Amit Agarwal

14 Attorneys for Defendant
15 WOLV INC.

16 DATED: June 7, 2023


DAVIS WRIGHT TREMAINE LLP
G. ROXANNE ELINGS
ADAM S. SIEFF
NICOLE MEDEIROS

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20 By: /s/ Nicole Medeiros
Nicole Medeiros

21 Attorneys for Plaintiff
22 KATE SPADE LLC

23 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

24
25 DATED: 6/7/2023



HON. JOHN E. MCDERMOTT
United States Magistrate Judge

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
 _____ [print or type full address], declare under penalty of perjury
 that I have read in its entirety and understand the Stipulated Protective Order that
 was issued by the United States District Court for the Central District of California
 on _____ [date] in the case of *Kate Spade LLC v. Wolv Inc.* (C.D. Cal. No.
 2:22-cv-04392-FMO-JEM). I agree to comply with and to be bound by all the terms
 of this Stipulated Protective Order, and I understand and acknowledge that failure to
 so comply could expose me to sanctions and punishment in the nature of contempt.
 I solemnly promise that I will not disclose in any manner any information or item
 that is subject to this Stipulated Protective Order to any person or entity except in
 strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court
 for the Central District of California for the purpose of enforcing the terms of this
 Stipulated Protective Order, even if such enforcement proceedings occur after
 termination of this action. I hereby appoint _____ [print
 or type full name] of _____ [print or type
 full address and telephone number] as my California agent for service of process in
 connection with this action or any proceedings related to enforcement of this
 Stipulated Protective Order.

Date: _____

City and State where signed: _____

Printed name: _____

Signature: _____

FILER'S ATTESTATION

Pursuant to Central District of California Local Rule 5-4.3(a)(2)(i), I hereby certify that the content of this document is acceptable to Amit Agarwal, counsel for Defendant Woly Inc., and I have obtained his authorization to affix his electronic signature to this document.

DATED: May 15, 2023

DAVIS WRIGHT TREMAINE LLP
G. ROXANNE ELINGS
ADAM S. SIEFF
NICOLE MEDEIROS

By: /s/ Nicole Medeiros
Nicole Medeiros

Attorneys for Plaintiff
KATE SPADE LLC

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KATE SPADE LLC
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15 UNITED STATES DISTRICT COURT
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18 KATE SPADE LLC,
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Case No. **2:22-cv-04392-FMO-JEM**
STIPULATED PROTECTIVE
ORDER

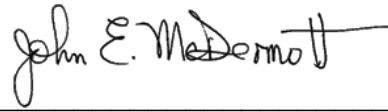
Assigned to the Hon. Fernando M. Olguin

Action Filed: June 27, 2022
FAC Filed: September 13, 2022

1 Having considered the papers, and finding that good cause exists, the Parties'
2 Stipulated Protective Order is GRANTED.

3 **IT IS SO ORDERED.**

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5 DATED: 6/7/2023



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7 HON. JOHN E. MCDERMOTT
8 United States Magistrate Judge
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